

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: September 26, 1997

INVITATION FOR BIDS
NO. IFB-98-047-OHMK

SEALED BIDS
FOR
PRINTING AND DELIVERING
OBTS/CCH ARREST AND TRANSMITTAL FORM

will be received up to and opened at 2:00 p.m.

on

October 10, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Mr. Marc Yamamoto at telephone (808) 586-0569, or facsimile
(808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-047-OHMK

Name of Company

PRINTING AND DELIVERING
OBTS/CCH ARREST AND TRANSMITTAL FORM
IFB-98-047-OHMK

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to print and deliver OBTS/CCH Arrest and Transmittal Form for the Department of the Attorney General, Hawaii Criminal Justice Center:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Bid Price</u>
<u>Continuous Type Forms</u>			
1.	HCJDC-100-M, Aug 1995 (5-part)	16,000 sets	\$_____
2.	HCJDC-100-C, Aug 1996 (6-part)	22,000 sets	_____
3.	HCJDC-100-S, Jul 1995 (6-part)	10,000 sets	_____
<u>Single Type Forms</u>			
4.	HCJDC-100, Aug 1992 (7-part)	30,000 sets	_____
5.	HCJDC-100-H, Aug 1997 (7-part)	5,000 sets	_____
6.	HCJDC-100-K, Aug 1997 (7-part)	2,500 sets	_____
7.	HCJDC-185-C, Aug 1991 (Supplemental Form)	1,000 sets	_____
TOTAL SUM BID PRICE:			\$_____

All work shall be performed at the following location(s):

Contact: _____
Name Telephone No. Fax No.

NOTE: Bidder's attention is invited to Section 3.1.c in the General Terms and Conditions, regarding the preference to Hawaii Printers.

Bidder_____

NOTE: ALL FORMS MUST BE REGISTERED.

BASIC SPECIFICATIONS

Quantity and No. of Parts

- ° Continuous Form Feed
(5-part form, crimped on both sides)
16,000 sets of HCJDC-100-M AUG 95 (Maui)

(6-part form, crimped on both sides)
22,000 sets of HCJDC-100-C AUG 96 (Honolulu - continuous form feed)
10,000 sets of HCJDC-100-S AUG 96 (Sheriff's)
- ° Single Sets
(7-part form)
30,000 sets of HCJDC-100 AUG 92 (Honolulu - single set)
5,000 sets of HCJDC-100-H AUG 96 (Hawaii)
2,500 sets of HCJDC-100-K AUG 95 (Kauai)
1,000 Sets of HCJDC-185-C AUG 91 (Supplemental Form)

All forms will be polywrapped in sets of 100 forms each. No overruns or underruns; exact quantities only.

Stock:

- ° Continuous Form Feed
15 or 17 lb. black image carbonless paper

	<u>Honolulu (continuous)</u>	<u>Sheriff's</u>
1st sheet	White	White
2nd sheet	Canary	Canary
3rd sheet	Pink	Pink
4th sheet	Blue	Blue
5th sheet	Green	Green
6th sheet	Blue	Blue
7th sheet	--	--

HCJDC-100-M AUG 95 (Maui)

15 or 17 lb. black image carbonless paper for all copies except 5th copy which will be 20 lb. coated-face

	<u>Maui</u>
1st sheet	White
2nd sheet	Blue
3rd sheet	White
4th sheet	Canary
5th sheet	White

No carbon required, sheets to be desensitized in certain areas as noted on sample copies and must be of a quality that impressions will be legible on ALL copies.

NOTE: ALL FORMS MUST BE REGISTERED.

Stock: (continued)

- Single Sets
15 or 17 lb. black image carbonless paper for all copies except as indicated below. Those asterisked will be 20 lb. coated-face

	<u>Honolulu</u> <u>(single set)</u>	<u>Hawaii</u>	<u>Kauai</u>	<u>Supplemental</u>
1st sheet	White	White	White	White
2nd sheet	Canary	Canary	Canary	White
3rd sheet	Pink	Blue	Pink	White
4th sheet	Blue	Green	Blue	White
5th sheet	Green	Canary	Green	White
6th sheet	Blue	White*	Blue	White
7th sheet	White*	White*	White*	White

No carbon required, sheets to be desensitized in certain areas as noted on sample copies and must be of a quality that impressions will be legible on ALL copies.

Pre-Numbering:

The continuous form feed for Maui and the single set forms will be pre-numbered. Pre-numbering will be clear-thru with modulus 10 digit check numbering.

The check digit numbering algorithm will be supplied by the Hawaii Criminal Justice Data Center.

A report of missing numbers must be furnished. Numbers for each form are as follows:

- Continuous Form Feed

Maui: 86701B-99999B (13,299 sets)
 80000C-82700C (2,701 sets)
- Single Sets

Honolulu (single set): 34200J - 39999J (5,800 sets)
 30000K - 39999K (10,000 sets)
 30000L - 36199L (6,200 sets)

Hawaii: 50000B - 55499B (5,000 sets)
Kauai: 76500A-78999A (2,500 sets)

For those with the alpha-character in the 6th position, the specified alpha-character will be used for the entire range of numbers (i.e. 81201B - 85200B, means that the following numbers will be used: 81201B, 81202B, 81203B, etc.).

Ink:

Black ink face printing, except for pre-numbering and marginal words in red ink. Grey ink on reverse side.

Size:

Continuous form feed: 9-1/2" x 11" overall size with 1/2" perforation on two sides; 8-1/2" x 11" detached size.

Single sets: 8-1/2" x 11-5/8" overall size; 8-1/2" x 11" torn off.

NOTE: ALL FORMS MUST BE REGISTERED.

Composition:

Printed per information on samples. **Some sheets have printing on two sides.** Note changes sheet to sheet per attached samples.

Proofs:

Proofs must be approved by the Hawaii Criminal Justice Data Center before final printing.

Delivery:

Must be made on or before December 31, 1997, to the following locations:

Department of the Attorney General
Hawaii Criminal Justice Data Center
Kekuanao'a Building, Room 101
465 South King Street
Honolulu, Hawaii 96813

100 sets of:	HCJDC-100 AUG 92 (single sets only)
	HCJDC-100-H AUG 97
	HCJDC-100-K AUG 95
1,000 sets of:	HCJDC-185 AUG 91

Honolulu Police Department
Property and Supply Room
801 South Beretania Street
Honolulu, Hawaii 96813

22,000 sets of HCJDC-100-C AUG 96	(continuous forms)
29,900 sets of HCJDC-100 AUG 92	(single sets)

Hawaii County Police Department
Records Division
349 Kapiolani Street
Hilo, Hawaii 96720

5,400 sets of HCJDC-100-H AUG 97

Maui County Police Department
Records Division
55 Mahalani Street
Wailuku, Hawaii 96793

16,000 sets of HCJDC-100-M AUG 95

Kauai County Police Department
Records Division
3060 Umi Street
Lihue, Hawaii 96766

2,400 sets of HCJDC-100-K AUG 95

Office of the Sheriff
Records Division
District Court of the First Circuit
Kauikeaouli Hale, Loading Dock
1111 Alakea Street
Honolulu, Hawaii 96813

10,000 sets of HCJDC-100-S AUG 96

SPECIAL PROVISIONS

SCOPE

The printing and delivery of the OBTS/CCH Arrest and Transmittal Form for the Department of the Attorney General, Hawaii Criminal Justice Data Center (HCJDC) shall be in accordance to these Special Provisions, the attached Specifications and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii, and on the Internet at <http://www.state.hi.us>.

BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid price shall be based on delivery to destination, include all applicable taxes, freight charges, and all other costs incurred. Bid price shall be the all-inclusive cost to the State and no other charges will be honored.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

BID PREPARATION (continued)

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

SAMPLE OF PREVIOUS WORK

Samples of similar work provided by bidder must be submitted at his own expense within one (1) calendar day from the date of State's request. Failure to submit samples shall result in rejection of bid. Further, if a sample does not meet the State's specifications or is not of the same professional quality, it shall result in rejection of bid. Any sample submitted will become the property of the State and will not be returned.

SAMPLE COPY

Sample copies are available for review at the State Procurement Office. It shall be the bidder's responsibility to examine sample copy and further familiarize himself with the conditions and requirements specified. No additional compensation will be made by reason of any misunderstanding or error regarding the forms to be printed and the amount and kind of work involved. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with the specifications if awarded the contract.

METHOD OF AWARD

Bidder must bid on all items in order to be considered for award. Award, if made, will be to the responsive and responsible bidder submitting the lowest total sum bid price.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall issue a formal contract to the successful offeror for execution. The contract shall be executed by the successful offeror and returned within ten (10) days after receipt by the offeror. Performance and payment bonds are not required for the resultant contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF WORK

Forms must be manufactured to insure the legibility on all copies. Work to be done shall be of professional quality. Blank areas of pages shall be clean and clear. Printing shall be uniform in shade and legible and shall have no inking irregularities. Impressions made on the first copy must also be legible on the 7th copy. If the quality of work is not satisfactory as judged by the Procurement Officer, it will be considered as non-performance of contract in accordance with Section 4.2 of the General Terms and Conditions.

QUANTITY

Quantities listed herein are for the exact amount. The Contractor must deliver the exact amount; no overruns or underruns will be accepted. The State will not be liable for any overruns.

DELIVERY

All forms must be delivered in accordance with the delivery schedule specified herein.

Should the Contractor fail or delay in the completion of delivery in accordance with the terms of the contract and the State finds it necessary to buy said forms from another supplier at an emergency or premium cost, the State shall have the right to assess the entire cost thereof to the Contractor.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

INVOICING AND PAYMENT

The Contractor shall submit original and three (3) copies of the invoice to:

Department of the Attorney General
Hawaii Criminal Justice Data Center
465 South King Street, Room 101
Honolulu, Hawaii 96813

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with Statute.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

SPECIAL PROVISIONS

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS (continued)

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|-------------|-----------|
| | (check only | one) |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | ___ | ___ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | ___ | ___ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | ___ | ___ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | ___ | ___ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____